6

UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/879,683	06/11/2001	Limor Schweitzer	XACTP006	4994

28875	7590	05/05/2006

Zilka-Kotab, PC
P.O. BOX 721120
SAN JOSE, CA 95172-1120

EXAMINER
MILEF, ELDA G

ART UNIT	PAPER NUMBER
3628	

DATE MAILED: 05/05/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

	Application No.	Applicant(s)
	09/879,683	SCHWEITZER, LIMOR
Office Action Summary	Examiner	Art Unit	
	Elda Milef	3628	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE _3_ MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on _21 March 2006_.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) _1-29_ is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) _1-29_ is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on _21 March 2006_ is/are: a)☒ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
    Paper No(s)/Mail Date _1/23/2006_.

4)☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____.

5)☐ Notice of Informal Patent Application (PTO-152)

6)☐ Other: _____.

DETAILED ACTION

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs

of 35 U.S.C. 102 that form the basis for the rejections under

this section made in this Office action:

> A person shall be entitled to a patent unless -
>
> (b) the invention was patented or described in a printed publication in this or
> a foreign country or in public use or on sale in this country, more than one
> year prior to the date of application for patent in the United States.

1.   Claims 1-2, 4-14, 16-27 are rejected under 35

U.S.C. 102(b) as being anticipated by Egendorf (US Patent No.

5,794,221).

Re claim 1: Egendorf discloses:

(a) receiving information utilizing a network, wherein

the information includes an Internet Protocol (IP) address of a

user and an amount of payment due ("This exchange may include

identifying information relating to the customer, such as the

customer's Internet address, information relating to the

products or services to be purchased, including the transaction

amount…")-see col. 5, lines 22-25;

(b) identifying an account using at least a portion of

the information ("an exchange of transactional information

occurs between the customer and the vendor. This exchange may

include identifying information relating to the customer such as

the customer's Internet address…")-see col. 5, lines 20-26;

(c) administering payment for the payment due by

billing against the account ("These agreements provide that the

provider will bill the customer for goods and services purchased

by them over the Internet. The billing will be done to billing

accounts established in connection with the agreements. The

billing accounts can be, for example, credit card accounts,

telephone accounts, cable television accounts, on-line services

accounts, or bank accounts. The accounts need not be with the

provider if the provider has a billing agreement in place with

the party with whom the account was established.")-see col. 5,

lines 1-10.

Re claim 2: Egendorf discloses:

wherein a site sends the information in response to the

user carrying out a transaction using the site.(" When

the customer orders a product or service over the Internet from

a vendor, transactional information transmitted between the

customer and the vendor is also transmitted to the provider.")-

see Abstract.

Re claim 4: Egendorf discloses:

wherein the steps are carried out by a network service

provider.-see Abstract ("Internet access provider").

Re claim 5: Egendorf discloses:

further comprising the steps of identifying user data

based on the received information, and sending the user

data to the site.-see col. 5, in particular lines 31-37, and

Figs. 2 & 3.

Re claim 6: Egendorf discloses:

wherein the user data includes shipping

information. -see col. 4, lines 1-6.

Re claim 7: Egendorf discloses:

further comprising the step of requesting permission from

the user prior to sending the user data to the site.

(" A provider establishes an agreement with a customer, and a

second agreement with a vendor, wherein the provider agrees with

the customer and the vendor to bill for products and services

purchased over the Internet by the customer form the vendor.")-

see col. 2, lines 11-15, and cols. 2-4.

Re claim 8: Egendorf discloses:

the step of limiting the administration of payment based on a rule. ("Which accounts are used may be specified in the agreements made between the provider and the customer and between the provider and the vendor, or may be specified in the transactional information. If specified in the transactional information, the selection of account can be made by referencing the type of account (e.g., "VISA", "phone bill"), or the position of that account on a predetermined list (e.g., "the 3rd account"), and does not require that any actual account numbers be transmitted.")-see col. 2, lines 29-37.

Re claim 9: Egendorf discloses:

further comprising the step of collecting a fee from the site. ("The provider then bills the transaction amount to the customer and remits a portion of the transaction amount to the vendor, keeping the differential as a fee for providing the service")-see Abstract, and col. 4, lines 18-22.

Re claim 10: Egendorf discloses:

wherein the fee is a percentage of the payment due.-see col. 4, lines 18-22 and Abstract.

Re claim 11: Egendorf discloses:

wherein the account is a debit account.-see col. 2, lines 58-65, col. 3, lines 42-47.

Re claim 12: Egendorf discloses:

wherein the steps are carried out by a financial

institution offering credit with credit cards in conjunction

with a network service provider. ("Provider 2 can then send

verifying information to one or both of the customer and vendor

to indicate that the transaction has been approved, if approval

of a third party, such as a credit card company, is required.")-

see col. 5, lines 36-39.

Re claims 13-14, 16-24: Further a computer program product

would have been necessary to perform the method of previously

rejected claims 1-2, 4-12 and are therefore rejected using the

same art and rationale.

Re claim 25: Further a system would have been necessary to

perform the method of previously rejected claim 1 and is

therefore rejected using the same art and rationale.

Re claim 26: Egendorf discloses:

(a) providing a link to a site on a network where a business

transaction is occurring ("The provider cerates access to the

internet for the customer through the provider's equipment")-see

col. 2, lines 19-21, col. 5, lines 11-16;

(b) receiving information from the site at a third party

location during the transaction, wherein the information

includes an Internet Protocol (IP) address of a user and an

amount of payment due (" In step 14, the transactional

information is obtained by provider 2. The communication can be

a separate transmission by the vendor or the customer to

provider 2, or provider 2 can extract the information form the

exchange of information taking place between the customer and

the vendor through equipment of provider 2. Provider 2 can then

send verifying information to one or both of the customer and

vendor to indicate that the transaction has been approved, if

approval of a third party, such as credit card company, is

required. Most importantly, the entire transaction takes place

without the need of communicating the customer's credit card or

other account number over the Internet 1.")-see col. 5, lines

30-42;

(c) identifying an account using at least a portion of the

information ("This exchange may include identifying information

relating to the customer, such as the customer's Internet

address, information relating to the products or services to be

purchased, including the transaction amount…")-see col. 5, lines

22-25;

(d) identifying whether any rules are associated with the

account ("A provider establishes an agreement with a customer,

and a second agreement with a vendor, wherein the provider

agrees with the customer and the vendor to bill for products and

services purchased over the Internet by the customer from the
vendor. Associated with the customer agreement are one or more
billing accounts which purchases may be charged.")-see col. 2,
lines 12-17 and ("The billing will be done to billing accounts
established in connection with the agreements")-see col. 5,
lines 3-5;

(e) conditionally administering payment for the payment
due by billing against the account in accordance with any
identified rules ("The billing will be done to billing accounts
established in connection with the agreements")-see col. 5,
lines 3-5, and col. 2;

(f) identifying shipping information based on the received
information ("If the vendor wishes, the vendor may verify with
the provider that the address supplied by the customer for
shipment of the goods…")-see col. 4, lines 1-10;

(g) sending the shipping information to the site ("the
vendor may verify with the provider that the address supplied by
the customer for shipment…has been authorized")-see col. 4,
lines 1-10;

(h) receiving compensation from the site ("the provider
charges the transaction amount to the agreed account of the
customer and remits the agreed portion of the amount to the

vendor, keeping the differential as the provider's charge for

making the service available.")-see col. 4, lines 18-22.

Re claim 27: Egendorf discloses wherein the information is

received from a combination of the user and a site, where the

information is received from the site in response to the user

carrying out a transaction using the site ("Once connected to

the Internet, the customer can interface with any one of

vendors…When one of customers 4.1-4.n makes the decision to

order a product or service from one of vendors 5.1-5.n, 6.1-6.n

and 8.1-8.n, in step 13 <u>an exchange of transactional information</u>

<u>occurs between the customer and the vendor</u>... In step 14, the

transactional information is obtained by provider 2. The

communication can be a separate transmission by the vendor or

the customer to provider 2, or <u>provider 2 can extract the</u>

<u>information from the exchange of information taking place</u>

<u>between the customer and the vendor through equipment of</u>

<u>provider 2</u>")-see col. 5 lines 11-36, also see col. 2

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which

forms the basis for all obviousness rejections set forth in this

Office action:

> (a) A patent may not be obtained though the invention is not identically
> disclosed or described as set forth in section 102 of this title, if the
> differences between the subject matter sought to be patented and the prior
> art are such that the subject matter as a whole would have been obvious at
> the time the invention was made to a person having ordinary skill in the
> art to which said subject matter pertains. Patentability shall not be
> negatived by the manner in which the invention was made.

2.   Claims 3, 15 are rejected under 35 U.S.C. 103(a) as

being unpatentable over Egendorf in view of Stewart (Stewart,

John. *Connecting with Confidence*. Web Techniques. San Francisco:

Apr 2000. Vol. 5, Iss. 4; pg. 84, 4 pgs.

Re claim 3: Although Egendorf refers to identifying

information relating to a customer such as an internet address -

see col. 5, lines 22-23, Egendorf does not specifically disclose

wherein the information further includes port numbers.

It is well known in the art as evidenced by Stewart, that port

numbers are a way to identify a specific process to which an

internet message is to be forwarded when it arrives at a server.

("The rules are simple: Control which machines (using IP

addresses) can talk to one another on what services [using

network port numbers].")-see p. 3, para. 2.   Therefore, it would

have been obvious to one having ordinary skill in the art at the

time the invention was made to include identifying a transaction

by using a port number, as was taught by Stewart in order to

control the transfer of information over the Internet.

Re claim 15:   Further a computer program would have been

necessary to perform the method of previously rejected claim 3

and is therefore rejected using the same art and rationale.

3.   Claims 28 and 29 are rejected under 35 U.S.C. 103(a)

as being unpatentable over Egendorf.

Re claim 28:   Egendorf discloses linking the information

with a corresponding account -see col. 6 lines 14-35, col. 2

lines 9-67, and col. 5 lines 1-10.

Egendorf does not explicitly disclose wherein the account

is identified utilizing a database.   Official notice is taken

that it is old and well known in the art of computer science

that databases are used to hold records which are to be

searched, sorted, recombined, and analyzed.   A database is a

file composed of records and as such, it would be obvious that

the information pertaining to the payment accounts specified by

the customer through an agreement with the vendor and/or the

provider as disclosed by Egendorf would be held in a database.

Therefore, it would have been obvious to one having ordinary

skill in the art at the time the invention was made to modify

Egendorf to specifically disclose using a database as is old and

well known in order to facilitate the process of records

management and eliminate the need for the customer to enter and

transmit account information over the Internet.

   Re claim 29: Egendorf discloses:

        where the user gives permission (agreement) for the

payment to be administered col.4 line 67-col. 5 line 10, col. 6

lines 13-35,

        and in response to the user giving the permission,

providing the site with a confirmation a number and a shipping

address of the user and providing the user with the confirmation

number-see col. 5 lines 18-41, col. 4 lines 1-10, col. 3 lines

4-17.

        Egendorf does not explicitly disclose providing a

uniform resource locator (URL) link to the user from a site

which gives permission for the payment to be administered.

Official notice is taken that it is old and well known in the

art of Internet e-commerce that a URL is an address for a

resource on the Internet. A URL specifies the protocol to be

used in accessing the resource and as such is used to access a

web page, a server, a path to a resource such as an HTML

document or a file on that server. It would have been obvious

to one having ordinary skill in the art to modify Egendorf to

explicitly disclose a URL link in order to access a server that

has payment instruction as is old and well known in order to

provide the user with a quick method of payment.

Response to Arguments

4.   Applicant's arguments filed 3/21/2006 have been fully

considered but they are not persuasive.

Re claims 1, 13, 25,26: In response to applicant's

argument that the Egendorf reference does not teach using at

least a portion of the Internet Protocol (IP) address of a user,

etc. to identify any information, let alone, an account, in the

manner particularly claimed by applicant. In response to

applicant's argument that the references fail to show certain

features of applicant's invention, it is noted that the features

upon which applicant relies (i.e., using at least a portion of

an Internet Protocol (IP) address of a user) are not recited in

the rejected claim(s). Although the claims are interpreted in

light of the specification, limitations from the specification

are not read into the claims. See *In re Van Geuns*, 988

F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). Claims 1, 13, 25 and

26 recite the limitations "wherein the **information includes** an

Internet Protocol (IP) address of a user and an amount of

payment due" and "identifying an account using at least a

portion of the **information**" [emphasis added]. The claim

limitations **do not state** "using at least a portion of an

Internet Protocol (IP) address of a user" as argued by the

applicant. Furthermore, Egendorf does disclose the claimed

limitations ("This exchange may include identifying information

relating to the customer, such as the customer's Internet

address [Internet Protocol (IP) address], information relating

to the products or services to be purchased, including the

transaction amount [amount of payment due]")-see col. 5, lines

22-25.

Re claim 5: In response to the applicant's continued

argument regarding the suggestion that Egendorf does not suggest

"identifying an Internet Protocol (IP) address of a user and

amount of payment due", please see response above. Furthermore,

Egendorf discloses the claimed limitation: "further comprising

the steps of identifying user data based on the received

information, and sending the user data to the site" -see

Egendorf, col. 5 lines 31-37 as pointed out in the office

action p. 6, ("In step 14, the transactional information [user

data based on the received information] is obtained by provider

2. The communication can be a separate transmission [sending]

by the vendor or the customer to provider 2, or provider 2 can

extract the information from the exchange of information taking

place between the customer and the vendor [site] through

equipment of provider 2. Provider 2 can then send verifying

information to one or both of the customer and vendor to

indicate that the transaction has been approved, if approval of

a third party, such as credit card company, is required." Also,

the applicant's attention is directed to fig. 2 ("Connect

Customer to Internet" 12 and "exchange transactional

information"-13) and Fig. 3 ("Customer connects to Internet"-22

and "exchange transactional information" -23).

Re claim 7: In response to the applicant's argument that

Egendorf does not suggest "requesting permission from the user

prior to sending the user data to the site", the applicant's

attention is directed to col. 2, lines 11-15 as stated in the

office action p. 6, wherein Egendorf discloses (" A provider

establishes an agreement with a customer, and a second

agreement with a vendor, [requesting permission from the user]

wherein the provider agrees with the customer and the vendor to

bill for products and services purchased over the Internet by

the customer from the vendor.") Furthermore, the applicant's

attention is directed to Figs. 2 and 3 of Egendorf, wherein

flowcharts are disclosed and step 11, ("Establish agreements

between provider and customers and between provider and

vendors") occurs prior to connecting customer to the Internet,

and prior to exchanging transactional information between the

customer and the vendor.

Conclusion

5. THIS ACTION IS MADE FINAL. Applicant is reminded of the

extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action

is set to expire THREE MONTHS from the mailing date of this

action. In the event a first reply is filed within TWO MONTHS

of the mailing date of this final action and the advisory action

is not mailed until after the end of the THREE-MONTH shortened

statutory period, then the shortened statutory period will

expire on the date the advisory action is mailed, and any

extension fee pursuant to 37 CFR 1.136(a) will be calculated

from the mailing date of the advisory action. In no event,

however, will the statutory period for reply expire later than

SIX MONTHS from the mailing date of this final action.

The prior art made of record and not relied upon is
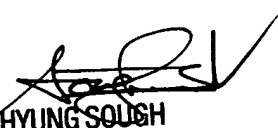
considered pertinent to applicant's disclosure.

Ahuja, Vijay. *Secure Commerce on the Internet*. Academic

Press, Inc. 1997, pp. 235-239.- Cited for its reference to E-

commerce and the Internet, URL, and hyperlink.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Elda Milef whose telephone number is (571)272-8124. The examiner can normally be reached on Monday -Thursday 8:30 am to 4:30pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Hyung Sough can be reached on (571)272-6799. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

* * *

HYUNG SOUGH
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 3600